

Application No. 68043

Permit No. 49870

RECEIVED

OCT 11 1984

Amendment No. 3 to WATER SERVICE CONTRACT
Contract No. 1-07-10-W0414 OREGON

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Willamette Basin Project, Oregon

AMENDATORY CONTRACT FOR WATER SERVICE

THIS AMENDATORY CONTRACT, made this 11th day of June, 1984, by and between THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, represented by the Contracting Officer executing this contract, and the OREGON STATE DEPARTMENT OF FISH AND WILDLIFE, 506 SW. Mill Street, P.O. Box 3503, Portland, Oregon 97208, hereinafter referred to as the Contractor;

WITNESSETH, THAT:

Explanatory Recitals

2. WHEREAS, the parties hereto have entered into a Water Service Contract on October 1, 1981, identified as Contract No. 1-07-10-W0414, providing for the Contractor to receive an irrigation water supply from reservoirs in the Willamette Basin, Oregon, hereinafter referred to as the Water Service Contract. Amendment No. 1 to the Water Service Contract was executed on February 25, 1982, to reflect a correction and addition to the legal description of lands to receive water and an additional Point of Diversion. Amendment No. 2 to the Water Service

Contract was executed on April 27, 1983, to reflect a correction to the legal description and the amount of lands to be irrigated; and

3. WHEREAS, the Contractor has requested that the Water Service Contract be further amended to include additional lands to receive irrigation water; and

NOW, THEREFORE, in consideration of the mutual and dependent stipulations and covenants herein contained, it is mutually agreed by the parties hereto as follows:

4. Article 4 of the Water Service Contract is hereby amended to read as follows:

"Lands for Which Water is Furnished: Limitations on Deliveries"

"4. The United States shall make available each year to the Contractor during the irrigation season from April 1 to September 30, inclusive, water from the Willamette Basin Project for the irrigation of land owned by or served by the Contractor described as follows:

487.8 acres, more or less, within the confines of the following:

W1/2NE1/4, E1/2SW1/2, W1/2SE1/4, Section 26

SE1/4, S1/2NE1/4, Section 34

NW1/4NE1/4, S1/2NE1/4, E1/2NW1/4, SE1/4, SW1/4, Section 35

All in T. 17, S., R. 5 W., W.M.

Of the lands described, not more than 487.8 acres are to be irrigated. The amount of water to be made available hereunder shall be that quantity which may be applied beneficially in accordance with good usage of the irrigation of the land above described, but in no event shall it

exceed a total diversion of 1,048.77 acre-feet annually, measured at the point of delivery of said water."

5. Article 5(a) of the Water Service Contract is hereby amended to read as follows:

"Payments for Water"

"5. (a) An annual payment of \$218.75 for the first irrigation season shall be made to the United States at the time of executing this contract, and subsequent annual payments of \$218.75 will be due on or before April 1 of each succeeding irrigation in advance of water use. This payment will entitle the Contractor to receive 175 acre-feet of stored water, hereinafter referred to as the base entitlement, for irrigation of the lands described above. Up to an additional 873.77 acre-feet may be purchased if available. For each additional acre-foot required, \$1.25 must be deposited with the Contracting Officer by April 1 of the year its use is anticipated. Payments for the base entitlement or additional water are nonrefundable regardless of the amount of water actually used."

6. Article 7(a) of the Water Service Contract is hereby amended to read as follow:

"Furnishing of Water"

"7. (a) Upon payment of the water service charge(s) specified in subarticle 5(a) above, the United States will furnish up to 175 acre-feet of water to the Contractor from the Willamette Basin Project. The initial quantity or base entitlement shall be 175 acre-feet. An additional quantity of up to 873.77 acre-feet may be requested by the

Contractor and shall be furnished on an if-and-when-available basis. No water shall be furnished if the Contractor is delinquent in payment of the required water service charge(s)."

7. Except as herein amended, all provisions of the Water Service Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed their names as of the day and year first above written.

UNITED STATES OF AMERICA

By L. W. Boyd
Regional Director, PN Region
Bureau of Reclamation
Box 043 - 550 West Fort Street
Boise, Idaho 83724

CONTRACTOR

for By M. S. Montgomery
Director, Oregon Department of
Fish and Wildlife

STATE OF IDAHO)
 : ss
County of Ada)

On this 11th day of June, 1984, personally

appeared before me L. W. Lloyd, to me know to be the official of the United States of America that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said United States, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

Diana L. Jacobs

Notary Public in and for the
State of Idaho
Residing at Boise

My commission expires: May 23, 1988

* * * * *

STATE OF)
 : ss
County of Multnomah)

On this 5th day of June, 1984, before me,

Lincoln S. Pearson, a Notary Public, personally appeared

M. L. Montgomery, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal as of the day and year first above written.

Lincoln S. Pearson

Notary Public in and for the
State of Oregon
Residing at 19735 midhill dr
West Linn Oregon

My commission expires: 7/6/86